

# **EXHIBIT “A”**

This contract consists of and is governed by this insertion Order, any additional insertion Order pages attached hereto and the Terms and Conditions for Internet Advertising, all of which are incorporated herein by reference. By signing below you are representing to Yellowpages.com: (1) that you have received and had an opportunity to review a copy of the TERMS AND CONDITIONS FOR INTERNET ADVERTISING, (2) that they have the same force and effect as if given in full text on this document, and (3) that you acknowledge Yellowpages.com's reliance upon your acceptance of them. (An additional copy of the TERMS AND CONDITIONS FOR INTERNET ADVERTISING may be accessed through [www.yellowpages.com](http://www.yellowpages.com); however, the version of applicable to this contract shall be the latest dated version as of the date of your signature.) You agree that you have authority to bind the individual or company purchasing this advertising in all respects to this contract and the incorporated terms and conditions.

I acknowledge that I have full authority to sign for and bind the party identified as "Customer" to this contract.

Customer Name Al Kowalski Signature \_\_\_\_\_ Time \_\_\_\_\_

# EXHIBIT “B”

## TERMS AND CONDITIONS FOR INTERNET ADVERTISING

1. Scope. This is a contract (referred to herein as the "Agreement") between YELLOWPAGES.COM LLC (hereinafter referred to as "us", "we" and "our") and the customer ("you" and "your") (identified on the first page of this document (the "Order") for us to fulfill your order for our Advertising Products identified on the Order. This Agreement consists of its Order and these Terms and Conditions for Internet Advertising ("these T&Cs"). Except as otherwise expressly provided in these T&Cs, in the event of any conflict between this terms of the Order and of these T&Cs, the Order shall control.

2. Term. The term of this Agreement commences on the date of execution by you (either in writing or by electronic signature, including recorded and acceptance of this Agreement or an Order) prescribed by us and shall (subject to our right hereunder to terminate or suspend our performance or remove Advertising Products under circumstances specified in this Agreement) continue until we have fulfilled the Advertising Products specified in the Order for the initial Term specified in this Order. Unless otherwise provided in the Order and except as provided below in these Te&Cs, upon expiration of the initial Term, the term of this Agreement shall automatically renew for a "Renewal Term" unless you or we notify the other of its intent not to renew at least 90 days before expiration of the initial Term. All services provided during the Renewal Term will be subject to this then-current Terms and Conditions, pricing and other terms for Internet Advertising available on our Web site (such then-current Te&Cs being referred to herein as this Agreement). This Renewal Term will continue from expiration of the initial Term until termination pursuant to this Agreement. Unless otherwise provided in the Order, either you or we may terminate the Renewal Term, with or without cause, upon thirty days prior written notice to the other. Neither of us may terminate this Agreement during the initial Term, provided that we may terminate this Agreement at any time upon notice to you if you breach this Agreement. If you choose to have our Advertising Products removed from my site and/or our services discontinued prior to the end of the initial Term or Renewal Term, as the case may be, you shall breach this Agreement. In writing and the unpaid balance for this entire initial Term & Renewal Term will become immediately due and owing.

4. Third Parties. You represent and acknowledge that you are entering into this Agreement to obtain the Advertising Products for your own benefit and not for the benefit or on behalf of any third party, including, but not limited to, any of your shareholders, partners, owners, employees, agents or affiliates. However, each of our distribution or fulfillment vendors or internet search engines on which we place your advertising (each, a "Distribution Site") is an intended third-party beneficiary of your obligations hereunder that relate to Advertising Products and may independently enforce such obligation directly against you.

**5. Denial of Credit.** If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain this statement, you must contact us within 60 days from the date you are notified of our decision and we will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. **Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal government's regulations concerning this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.**

**6. Custom Domain Registrations/Ownership of Work Product.** If the Advertising Product you have ordered involves the hosting or operation of a Web site, the Universal Resource Locator ("URL") therefore must be registered in our name with a domain registrar of our choosing so we may manage the domain while we host or operate the Web site. If you do not have a URL, we will procure a URL and will pay the applicable domain name registration fees to the registrar and maintain ownership. We cannot guarantee that any URLs and/or domain names you request for your Web site will be available for your use. If none of the requested URLs are available, we will contact you and request alternatives. If you already own the registration for the desired URL, you must transfer the URL to us with a domain registrar of our choosing. If the URL cannot be transferred or you fail to undertake the action we request to cause the transfer, then, in our discretion, we may (but are not obligated to) procure a URL or domain name on your behalf. Upon termination of this Agreement or in the event you are in breach of this Agreement, any Web sites hosted or operated under this Agreement may be disabled, in our sole discretion. We will invoice you for all fees payable in connection with the transfer to you of any URL registered in our name that is related to your Web site if you notify us in writing within thirty (30) days after termination or expiration of this Agreement that you desire such transfer. We will then promptly transfer such URL to you if you timely pay such invoice. If you fail to notify us that you desire such transfer within such thirty (30) day period or fail timely to pay such invoice, then you will have all rights in or with respect to such URL, and you acknowledge that we may allow the registration for such URL to lapse, may retain and use such URL, or may transfer such URL to a third party, without restriction.

**8. Prohibitions, Content and Intellectual Property Rights.** The transmission of any unsolicited commercial e-mail messages through our services is strictly prohibited without the prior consent of the recipient. You acknowledge that neither we nor the Distributor Sites generate the content upon a site where your Advertising Product may be fulfilled and that neither we nor the Distributor Sites are responsible for such content. You acknowledge that it is not possible to avoid placing your advertisements on web sites that display adult content, into adult-oriented domain names, or that are primarily intended as gambling sites, you acknowledge that it is not possible to avoid all such placements, and that we shall in no event have any liability to you of any type or nature as a result of any such placement or any other such placement that may be offensive to you. We or any Distributor Site may refuse, remove and/or terminate Advertising Products and our services due to any content that we or a Distributor Site deem for any reason (a) may subject us, a Distributor Site or another party to liability, (b) includes obscene, profane, sexual, violent or other inappropriate content, or (c) is otherwise unacceptable in our or the Distributor Site's sole discretion; provided that we have no obligation to review your advertisements and shall have no liability related to the content thereof. If this occurs, you will remain responsible for payment of all amounts to be invoices for the then-current term and will not be entitled to any refund or adjustment or any extension of the term of this Agreement. Furthermore, you are making the following representations and both we and each Distributor Site are relying upon them: (a) that you are authorized to advertise and display the requested business, product or service, (b) you are a business, not a consumer, (c) that the content of any advertisement is truthful and not misleading, (d) that you are in compliance with all laws and licensing requirements relating in any manner to the goods or services displayed or to your advertisement, and (e) that you have the right to use and publish any requested names, addresses, trade name, trademark, service mark, picture, license, reproduction, endorsement, copyrighted or copyrightable items or other content and that such use complies with all applicable laws, license agreements and other obligations. Without limiting any of our other rights or remedies, you agree to notify us immediately in writing at any time that you discover or suspect that any of these representations is not true and correct in all respects. You assume sole responsibility for the protection of any copyright, trademarks, service marks, trade names and other intellectual property owned wholly or partially by you or which you are authorized to use or display. If we receive notice or documentation demonstrating that another person or entity controls your right to use or display a name, trademark, service mark or other content, we may reject or discontinue use or display. If we receive notice or documentation demonstrating that another person or entity controls your right to use or display a name, trademark, service mark or other content, we may reject or discontinue use or display. If we receive notice or documentation demonstrating that disputes with the other party to our relationship. As to Advertising Products we create for you, whether in whole or in part, and any derivative work that we create from your content, you acknowledge that we are an author and assign to us all rights in and to any independently copyrightable contribution you might have made to this advertising. You further acknowledge that we retain all right, title and interest, including the copyright, in such Advertising Products and that neither you nor we intend for such advertising to constitute a joint work. You grant us a nonexclusive license during the term of this Agreement, including the right to sublicense, to copy, distribute, create derivative works based upon, intend for such advertising to constitute a joint work. You grant us a nonexclusive license during the term of this Agreement, including the right to sublicense, to copy, distribute, create derivative works based upon, publicly display, publicly perform and otherwise use any trademark, service mark, graphics, text or other content you provide to us in connection with our performance of our obligations under this Agreement. Upon termination of this Agreement, we are not obligated to return any of these works to you. Immediately in writing at any time that you discover or suspect that any of these representations is not true and correct in all respects. You assume sole responsibility for the protection of any copyright, trademarks, service marks, trade names and other intellectual property owned wholly or partially by you or which you are authorized to use or display. If we receive notice or documentation demonstrating that another person or entity controls your right to use or display a name, trademark, service mark or other content, we may reject or discontinue use or display. If we receive notice or documentation demonstrating that disputes with the other party to our relationship. As to Advertising Products we create for you, whether in whole or in part, and any derivative work that we create from your content, you acknowledge that we are an author and assign to us all rights in and to any independently copyrightable contribution you might have made to or in part, and any derivative work that we create from your content, you acknowledge that we are an author and assign to us all rights in and to any independently copyrightable contribution you might have made to the advertising. You further acknowledge that we retain all right, title and interest, including the copyright, in such Advertising Products and that neither you nor we intend for such advertising to constitute a joint work. You grant us a nonexclusive license during the term of this Agreement, including the right to sublicense, to copy, distribute, create derivative works based upon, publicly display, publicly perform and otherwise use any trademark, service mark, graphics, text or other content you provide to us in connection with our performance of our obligations under this Agreement. Upon termination of this Agreement, we are not obligated to return any of these works to you.

**9. Design of Our Sites, Advertising Products, Statistics and Interruption of Our Services.** We and the Distribution Sites may redesign or modify the organization, structure and/or "look-and-feel" of our respective Web sites, Advertising Products, and published list of headings and directories at any time and without notice; we may discontinue or add Distribution Sites at any time in our sole discretion. Although we design such Advertising Product an Internally generated point value and/or accuracy data, such assignment is internal to us and does not confer any right to you. We or any Distribution Site may position your advertisement on any page within the appropriate slot, in any position upon such page, in any sequence and in association with any other listed heading or link(s); we or any Distribution Site deemed appropriate unless otherwise specifically noted in the Order. Unless expressly provided on the Order, neither any Distribution Site nor we make any representation or warranty with respect to traffic or usage statistics regarding Actions on our site or on any Distribution Site or the levels of impressions, cost per click, or click-through rates or the quality or conversion rate for any advertisement. An "impression" means each occurrence of a display of an advertisement. Neither any Distribution Site nor we will have any liability to you and you will remain responsible for all monies owed to us should there be an interruption in our Web site or any third party site or other interruption in our services hereunder for any period of time, although we may, in our sole discretion, issue credits or extend the term of this Agreement in the event of interruptions lasting several days or longer.

**16. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE ORDER, NEITHER WE NOR ANY DISTRIBUTION SITE MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES TO YOU OR ANY KIND, EITHER EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE), REGARDING THE FUNCTIONALITY, PERFORMANCE OR MERCHANTABILITY OF ANY PRODUCTS, ADVERTISING, NEWSPRINTS, LINKED SITES, OR ANY SITE WE MAY CREATE FOR YOU, OR OTHERWISE UNDER OR RELATED TO THIS AGREEMENT.**

11. Assignment. You may not resell, assign, transfer or delegate any of your rights, duties or obligations without our prior written consent, which we may grant or withhold in the exercise of our absolute and sole discretion; in the event we give such consent, the assignee must, without any reservation, assume all of your rights, duties and obligations. Any attempt to resell, assign, transfer or delegate such rights, duties or obligations without our prior written consent shall constitute a breach of this Agreement and shall be of no force or effect. We shall have the right to subcontract performances of our obligations hereunder or to assign or otherwise transfer this Agreement or any of our rights, obligations or duties hereunder to any person or entity at any time.

**(2) Noticing.** All of our notices, demands and other communications must be in writing and will be deemed to have been given: (a) if mailed by certified mail, postage prepaid, (b) if delivered by overnight courier, (c) if sent by facsimile transmission and scan transmission is confirmed as received, or (d) if sent by electronic mail, and such message is confirmed as received. In each case to the address, fax number or email address specified on the Order for the recipient of such notice. All of our notices, demands and other communications must be in writing and will be deemed to have been given: (a) if mailed by certified mail, postage prepaid or if delivered by overnight courier, to our address as shown on our Web site.

11.1. **LIABILITY.** NEITHER WE NOR ANY DISTRIBUTION SITE NOR ANY OF OUR OTHER VENDORS SHALL HAVE ANY LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE

14. **Exclusive Remedy.** If we breach our obligation hereunder to fulfill any Advertising Product or breach any other obligation hereunder, we will make commercially reasonable efforts to fulfill such Advertising Product at a later date on the same or substitute site or Internet search engine or otherwise reasonably to our best breach. THE FOREGOING CONSTITUTE OUR SOLE OBLIGATION AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH BY US OF THIS AGREEMENT (EITHER DIRECTLY OR THROUGH A FAILURE OF PERFORMANCE BY ANY DISTRIBUTION SITE).

18. Force Majeure. In no event shall we or any Distribution Site have liability or be deemed to be in breach hereof for any failure or delay of performance resulting from any governmental action, fire, flood, insurance, earthquake, power failure, network failure, riot, repossession, embargos, strikes (whether legal or illegal), territorial, natural, labor or material shortage, transportation interruption of any kind or work slowdown or any other condition not reasonably within our control. Your payment obligations shall continue during any event of force majeure.

16. **Indemnification.** You agree to indemnify us and the Distribution Sites and hold us and the Distribution Site harmless from and with respect to any claim, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, actual attorney's fees) that may at any time be incurred by us or them arising out of or in connection with this Agreement or any Advertising Products or services you request, including, without limitation, any claims, suits or proceedings for defamation or libel, violation of right of privacy or publicity, criminal investigations, infringement of intellectual property, false or deceptive advertising or including, without limitation, any claims, suits or proceedings for violation of any applicable laws, rules or regulations, including, without limitation, any data protection or privacy laws, rules or regulations.

17. Telephone Conversations. All telephone conversations between you and us about your advertising may be recorded and you hereby consent to such monitoring and recording.

**18. Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts entered into and performed in the State of New York, and you hereby irrevocably submit to the personal jurisdiction of said State to venue in such court for purposes of any such action or proceeding. Any claim against us arising from this Agreement shall be adjudicated on an individual basis, and shall not be consolidated in any proceeding with any claim or controversy by any other party.

**19. Entire Agreement.** This Agreement constitutes the entire agreement between you and us with respect to the subject matter of this Agreement and supersedes all prior written and all prior or contemporaneous oral communications regarding such subject matter. Accordingly, you should not rely on any representations or warranties that are not expressly set forth in this Agreement. If any provision or provisions of this Agreement are held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. This Agreement may be modified only by written agreement signed by you and us; provided, however, we may change these Terms and Conditions from time to time, and such revised terms and conditions will apply to you and us as of the date of such change and notifications are given to you.